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2 BILL NO. R-89-02- 07

3 RESOLUTION NO. R- 13-89

4 A RESOLUTION APPROVING FIRE SERVICES
5 AGREEMENT BETWEEN THE CITY OF FORT
6 WAYNE AND ST. JOSEPH TOWNSHIP.


7 WHEREAS, The City of Fort Wayne and St. Joseph Township
8 have entered into an agreement to provide for dual responses
9 to certain areas in St. Joseph Township;

10 WHEREAS, Said agreement is in the form of an interlocal
11 governmental agreement which requires the approval of the
12 Common Council.

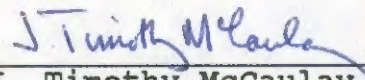
13 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF
14 THE CITY OF FORT WAYNE, INDIANA:

15 SECTION 1. That the Fire Services Agreement attached
16 hereto, marked Exhibit "A," and made a part hereof is hereby
17 approved and ratified and the officials designated therein are
18 hereby authorized to execute said document on behalf of the
19 City.

20 SECTION 2. That this Resolution shall be in full force
21 and effect from and after its passage and any and all
22 necessary approval by the Mayor.

23
24 
Councilmember

25 APPROVED AS TO FORM
26 AND LEGALITY

27 
28 J. Timothy McCaulay, City Attorney
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FIRE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1989, by and between the CITY OF FORT WAYNE, INDIANA ("CITY"), and the UNIT OF ST. JOSEPH TOWNSHIP, COUNTY OF ALLEN, STATE OF INDIANA ("TOWNSHIP").

W I T N E S S E T H:

WHEREAS, THE Township has an established volunteer fire department already providing fire protection services to certain residents of St. Joseph Township who are subject to a certain annexation ordinance of the City;

WHEREAS, said residents have expressed satisfaction with the level and quality of services provided by said department;

WHEREAS, said residents have expressed concern with the impact the annexation will have on the financial stability of the fire department;

WHEREAS, following the effective dates of the annexation, the City will have sole responsibility for providing fire protection service to said residents;

WHEREAS, the City is, and will be, capable of providing fire protection services to said residents following the effective dates of the annexation at a level equal to, or greater than, the level required by state law;

WHEREAS, a dual response agreement will, however, lessen the impact of annexation on the financial stability of the St. Joseph volunteer department and allow for an orderly transition to the primary type of fire protection service the Township will be obligated to provide following the annexation;

NOW, THEREFORE, the parties agree as follows:

PURPOSE OF THIS AGREEMENT:

The Township does hereby agree to respond jointly with the City to fire calls within the area described and noted on attached Exhibit "A," which is made a part hereof, beginning January 1, 1990, even though said area will be part of the City as of that date. The Township further does hereby agree to respond jointly with the City to fire calls within the area described and noted as Exhibit "B," which is made a part hereof, beginning January 1, 1992, even though said area will be part of the City as of that date. It is recognized and agreed that during the term of this agreement, the City has primary responsibility for fire protection services to the areas described in Exhibits "A" and "B" once those areas have become part of the City but has no responsibility for fire protection services to said areas prior to the time those areas become part of the City. Prior to the effective dates of the annexation of the areas described herein, the Township shall be solely responsible for fire protection services.

LIMITATION OF LIABILITY:

Neither the City nor the Township, nor any of their employees, boards, departments, officers, or agents, shall have any liability whatsoever for the provision or non-provision of the services described hereunder. It is deemed that the provision of services or the failure to provide services hereunder shall be determined to be a discretionary function of the City and the Township and all appropriate immunities and exemptions from liability shall apply. The nature and extent of the supplemental firefighting services provided for hereunder shall depend upon the personnel and equipment available to the Township.

TERM:

This agreement shall be effective January 1, 1990, and shall continue through December 31, 1994.

ADMINISTRATION:

The provision of the services described hereunder as well as the necessary financing and staffing thereof, shall be the responsibility of the Township. The field administration of the services described hereunder shall be under the direction and supervision of the City's Fire Department command personnel.

COMPENSATION:

The Township shall receive the sum of One Hundred Ten Thousand Dollars (\$110,000.00) as total compensation to be paid it by the City, to be received as follows:

- (a) \$20,000 on or before February 1, 1990.
- (b) \$20,000 on or before February 1, 1991.
- (c) \$20,000 on or before February 1, 1992.
- (d) \$25,000 on or before February 1, 1993.
- (e) \$25,000 on or before February 1, 1994.

SUPPLEMENTARY RESPONSIBILITIES OF THE TOWNSHIP:

In accordance with I.C. 36-1-7-7, the Township shall remain responsible for the conduct of its firefighters provided hereunder, for their medical expenses and for any workmen's compensation.

DESIGNATION AS VISITING PERSONNEL:

In accordance with I.C. 36-1-7-7, firefighters of St. Joseph Township fulfilling the terms of this agreement are hereby designated as visiting personnel. During the period of any visit, said firefighters shall have the same powers and duties as corresponding members of the Fort Wayne Fire Department but only during the period that they are engaged in activities authorized by the City.

DELEGATION OF FINANCIAL DUTIES TO TRUSTEE

Pursuant to I.C. 36-1-7-4(a) (3), the Township Trustee, as the disbursing officer of the Township, is hereby delegated the duty to receive, disburse and account for all monies paid hereunder. Said delegation does not grant to the City the right to designate how said funds are to be utilized. The Township shall have the exclusive authority to determine how said funds shall be used.

LEGAL REQUIREMENTS:

This agreement (and the obligations of the parties hereunder) shall be:

- (a) subject to the approval of the Common Council of the City of Fort Wayne;
- (b) subject to the approval of the Advisory Board of St. Joseph Township;
- (c) Recorded with the Recorder of Allen County before its effective date; and
- (d) filed with the State Board of Accounts within sixty (60) days after it takes effect.

EARLY TERMINATION:

Notwithstanding any other provision of this Agreement, if funds for continued fulfillment of this agreement by the City are at any time not forthcoming or insufficient, through failure of any entity to appropriate funds or otherwise, this agreement shall terminate without penalty on the last day of the fiscal period for which funds are appropriated.

City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

NON-DISCRIMINATION:

The Township agrees not to discriminate or to allow its fire department to discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to his hire, tenure, terms, conditions or privileges

of employment or any manner directly or indirectly related to employment, because of his race, religion, color, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

CANCELLATION:

In the event that the territory described in Exhibit "A" attached hereto is not part of the City of Fort Wayne by January 1, 1990, this agreement shall be null and void and of no force and effect.

EXTENT OF AGREEMENT:

This agreement represents the entire and integrated agreement between the City and the Township and supercedes all prior negotiations, representations, agreements and/or contracts, written or oral. This agreement may be amended only by written instrument signed by the authorized representatives of both the City and the Township and attached hereto as an addendum. The parties agree to review the possibility of extending the term of this agreement or of expanding the areas covered hereby prior to the expiration of the agreement.

GOVERNING LAW:

This agreement shall be governed by the laws of the State of Indiana.

CITY OF FORT WAYNE, INDIANA

BY: _____
Paul Helmke, Mayor

BY: _____, Director
of Public Safety

BY: _____
C. David Silletto, Director
of Finance and Administration

BY: _____
Angela S. Derheimer, Director
of Public Works

ST. JOSEPH TOWNSHIP

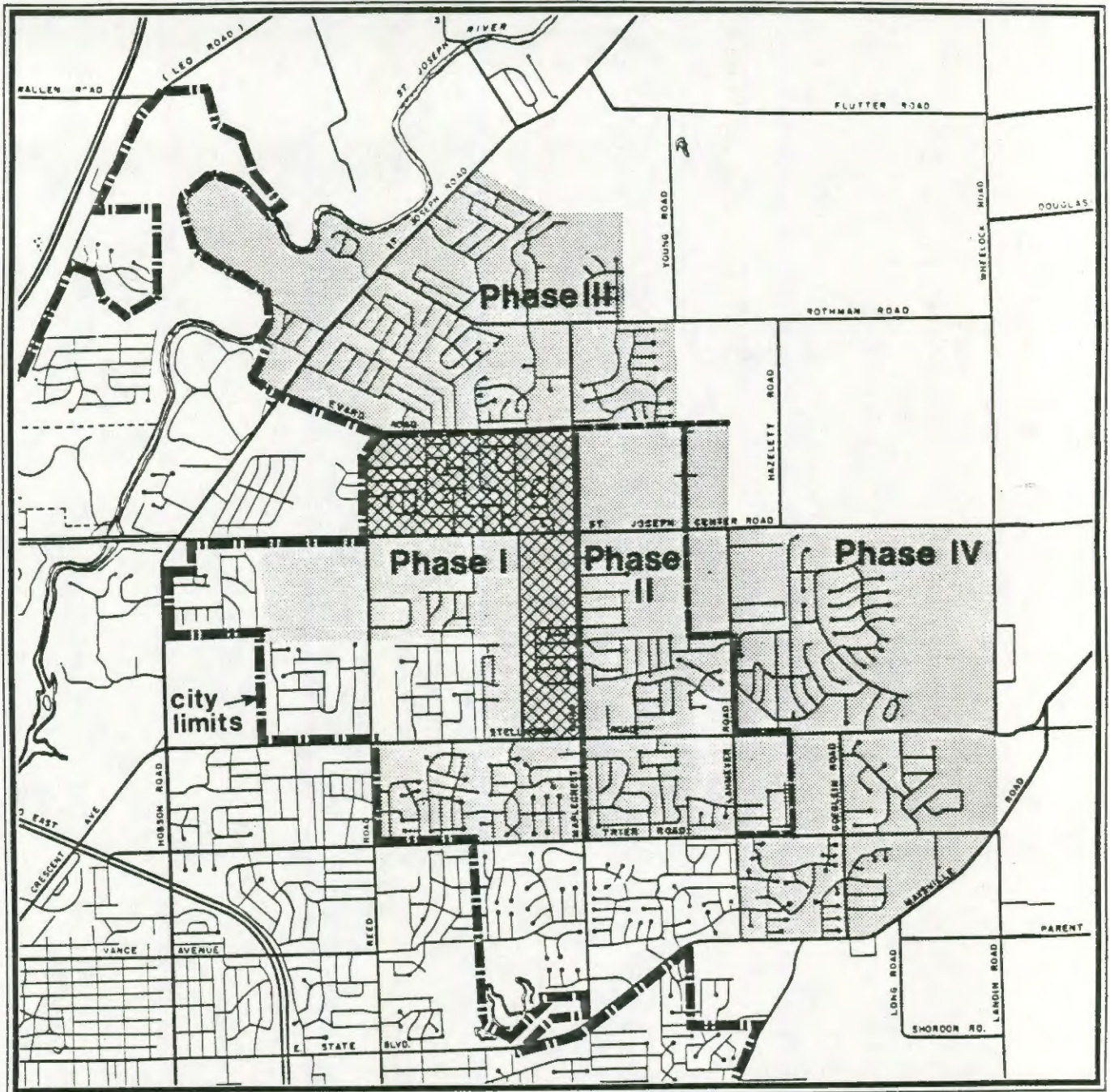
BY: _____
Kenneth W. Nicolet,
Trustee

BY: _____
William D. Dillon
Member, Advisory Board

BY: _____
James H. McFadden
Member, Advisory Board

BY: _____
John R. Webb
Member, Advisory Board

Northeast Annexation



Annexation Area by Phase

DUAL RESPONSE
AREA



Phase I	Dec. 31, 1989
Phase II	Dec. 31, 1991
Phase III	Dec. 31, 1994
Phase IV	Dec. 31, 1997



FIRE DISTRICT DUAL RESPONSE AREA

PHASE I LEGAL DESCRIPTION

Parts of Sections 15, 16, 17, 21, 22, 27, and 28, all in Township 31 North, Range 13 East, Allen County, Indiana more particularly described as follows:

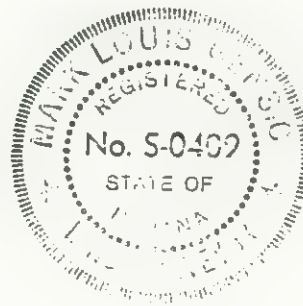
Beginning at the point of intersection of the West right-of-way line of Reed Road and the South right-of-way line of Evard Road, said point also being on the existing City limit line as established by Annexation Ordinance X-16-68 and as filed in the Office of the City Clerk of Fort Wayne, Indiana; thence in a southeasterly direction on and along a prolongation of the South right-of-way line of Evard Road to the easterly right-of-way line of Reed Road; thence northeasterly on and along said easterly right-of-way line of Reed Road to the South right-of-way line of Evard Road; thence easterly on and along said South right-of-way line of Evard Road and its extension to the East right-of-way line of Maplecrest Road; thence southerly on and along said east right-of-way line of Maplecrest Road to the South right-of-way line of Stellhorn Road; thence westerly on and along said South right-of-way line of Stellhorn Road to the North-South centerline of the Northeast Quarter of Section 28, Township 31 North, Range 13 East; thence north along said centerline and continuing North along the North-South centerline of the East half of Section 21 to its intersection with the South right-of-way line of St. Joe Center Road; thence following along the South right-of-way line

of St. Joe Center Road in a Westerly direction to the West right-of-way line of Reed Road; thence northerly and northeasterly on and along said West right-of-way line of Reed Road, this being the existing City limits as established by Annexation Ordinance X-21 and as filed in the Office of the City Clerk of Fort Wayne, Indiana, to the point of beginning.

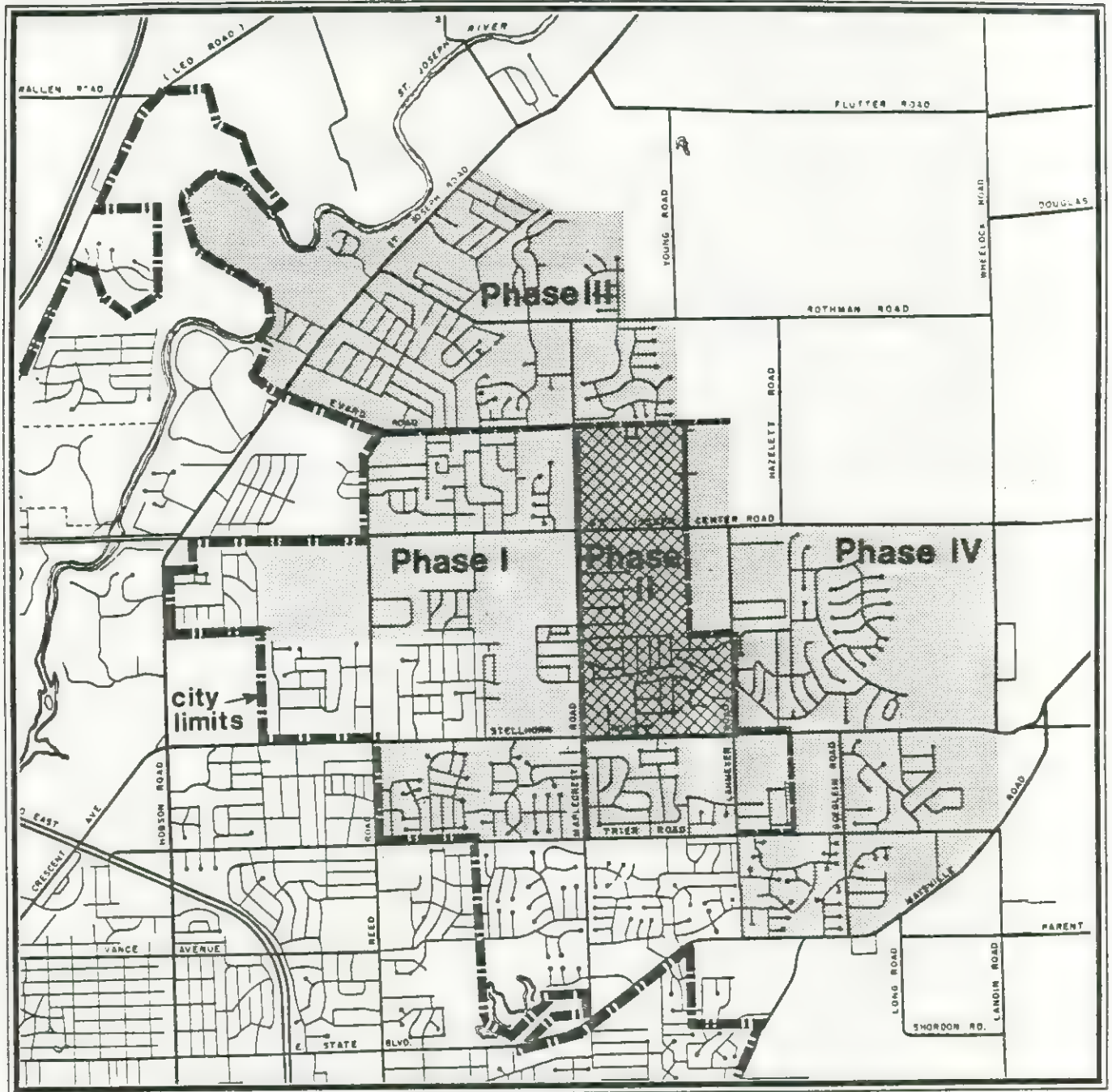
Certified Correct this 7th Day of February, 1989.

Mark L. Gensic

Mark L. Gensic, P.E., L.S.



Northeast Annexation



Annexation Area by Phase

DUAL RESPONSE
AREA



Phase I	Dec. 31, 1989
Phase II	Dec. 31, 1991
Phase III	Dec. 31, 1994
Phase IV	Dec. 31, 1997



FIRE DISTRICT DUAL RESPONSE AREA

PHASE II LEGAL DESCRIPTION

Parts of Sections 15, 22, and 27 all in Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

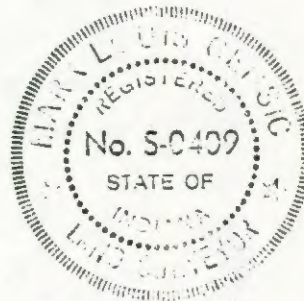
Beginning at the point of intersection of the South right-of-way line of Stelhorn Road and the East right-of-way line of Maplecrest Road; thence North on and along the East line of Maplecrest Road to the North line of the Southwest one-quarter (1/4) of Section 15, Township 31 North, Range 13 East; said North line also being the platted South line of Hillsboro Section I as recorded in Plat Book 40, Pages 51 thru 55 in the Office of the Recorder of Allen County, Indiana; thence easterly on and along said South line to the Northwest corner of Lot 19, Hillsboro Section I; thence southerly on and along the platted West line of Lots 19 thru 25, Hillsboro Section I to the Southwest corner of said Lot 25; thence easterly on and along the platted South line of Hillsboro Section I to the Southeast corner of Lot 26 Hillsboro Section I; thence northerly on and along the platted East line of Lots 26 thru 32, Hillsboro Section I to the Northeast corner of said Lot 32; thence easterly on and along the platted South line of said Hillsboro Section I to the Southeast corner of Lot 78 in said subdivision, also being the Northeast corner of the Southwest one-quarter (1/4) of Section 15, Township 31 North, Range 13 East; thence southerly on and along the East

line of said Southwest one-quarter (1/4) Section 15-31-13 and the East line of the Northwest one-quarter (1/4) of Section 22, Township 31 North, Range 13 East to the Northwest corner of the Southeast one-quarter (1/4) of said Section 22-31-13; thence easterly on and along the North line of said Southeast one-quarter (1/4) Section 22-31-13 to the West right-of-way line of Lahmeyer Road; thence southerly on and along said West right-of-way line of Lahmeyer Road to the South right-of-way line of Stellhorn Road; thence westerly on and along said South right-of-way line of Stellhorn Road to the East right-of-way line of Maplecrest Road and the point of beginning.

Certified Correct this 7th Day of February, 1989.

Mark L. Gensic

Mark L. Gensic, P.E., L.S.



Read the first time in full and on motion by Henry, seconded by Dalmon, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 2-14-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Stier, seconded by Long, and duly adopted, placed on its passage. PASSED ~~lost~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>	<u>2</u>		
BRADBURY		<u>✓</u>		
BURNS	<u>✓</u>			
GiaQUINTA		<u>✓</u>		
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 2-28-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____ (ZONING MAP) _____ ORDINANCE RESOLUTION NO. 03-13-89 on the 28th day of February, 1989,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 1st day of May, 1989, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 7th day of March, 1989, at the hour of 9:30 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE RESOLUTION

Q-89-02-07

DEPARTMENT REQUESTING ORDINANCE PUBLIC SAFETY

SYNOPSIS OF ORDINANCE APPROVES 5-YEAR FIRE SERVICE AGREEMENT

BETWEEN THE CITY OF FORT WAYNE AND ST. JOSEPH TOWNSHIP.

EFFECT OF PASSAGE AGREEMENT WILL GO INTO EFFECT

EFFECT OF NON-PASSAGE AGREEMENT WILL NOT GO INTO EFFECT

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) 1990 - \$20,000!

1991 - \$20,000; 1992 - \$20,000; 1993 - \$25,000; 1994 - \$25,000.

ASSIGNED TO COMMITTEE (PRESIDENT) _____

*Moved to
Committee of the Whole*

BILL NO. R-89-02-07

REPORT OF THE COMMITTEE ON ~~FINANCE~~

WE, YOUR COMMITTEE ON *Committee of the Whole* ~~FINANCE~~ TO WHOM WAS

REFERRED AN (~~ORDINANCE~~) (RESOLUTION) APPROVING FIRE

SERVICES AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND ST.

JOSEPH TOWNSHIP

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(~~ORDINANCE~~) (RESOLUTION) _____

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Mark E. GiaQuinta
MARK E. GIAQUINTA
VICE CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY

Donald J. Schmidt
DONALD J. SCHMIDT

James S. Stier
JAMES S. STIER

Samuel J. Talarico
CONCURRED IN

2-28-89

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk